

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 11-13-65000

HUD# 07-14-0081-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

THUNDER RIDGE SENIOR APARTMENTS, LLC

1900 Fifth Avenue North 25th Floor

Birmingham, Alabama 35203

FAVERGRAY COMPANY, INC.

3652 South 3rd Street, Suite 200

Jacksonville Beach, Florida 32250-6092

OLIVER ARCHITECTURE

2700 Overhill Circle

Nashville, Tennessee 37214-2820

COMPLAINANT

ANGELA WILLIAMS

Commissioner, Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Complainant's Allegations:

Complainant is a member of the Iowa Civil Rights Commission (ICRC). Complainant alleged Respondents designed and constructed covered multifamily dwelling units in violation of the design and construction accessibility requirements of the Iowa Civil Rights Act (ICRA) and the federal Fair Housing Act (FHA). Complainant alleged Respondents violated the "usable kitchens and bathrooms" requirement (referenced as Requirement 7) in the ICRA and FHA. Complainant specifically alleged the midline of the bathroom sinks in Units 113 and 208 are 17 inches from the adjoining wall, which is less than the minimum 24 inches required for a parallel approach. To the tester, the cabinet beneath the sink did not appear readily removable, making a forward approach impossible.

Description of the Subject Property

The subject property, Thunder Ridge Senior Apartments, located at 202 North Magnolia Drive, Cedar Falls, Iowa, includes 42 apartments and the common areas. The property has an elevator that serves all 42 units, which means all units are covered multifamily dwelling units and must, therefore, be designed and built in compliance with the ICRA and FHA.

Respondents' Defenses:

Respondents acknowledge the midline for the bathroom sink in the tested units is 17 inches from the adjoining wall. However, Respondents maintain the cabinet under the sink can be modified, upon request, to create the knee space needed for a forward approach by someone utilizing a wheelchair. Further, Respondents maintain they have complied with the rules of the Iowa Finance Authority (IFA), which only require 5% of the units to be accessible; and the two tested units were not included in that 5% number.

Report of Preliminary Findings:

After conducting an onsite inspection of the subject property, ICRC Investigators found and reported the following deficiencies:

- (1) The door to the computer lab, a common area, required 5.5 pounds of opening force, exceeding the 5-pound maximum specified by Section 4.13.11 of ANSI 1986 for interior-hinged doors [Requirement 2].
- (2) The “Van Accessible” parking space, west of the main entrance, is 91.5 inches wide and has an access aisle 83.5 inches wide. The other parking space reserved for persons with disabilities [henceforth referred to as “Standard”], southeast of the main entrance, is 92 inches wide and has an access aisle 51 inches wide. The width of these parking spaces is less than the minimum width of 96 inches required by Title III of the ADA as presented in the ADA Accessibility Guidelines for Buildings and Facilities [“ADAAG”]. The width of the access aisle for the “Van-Accessible” parking space is less than the minimum 96 inches and the width of the access aisle for the “Standard” parking space is less than the minimum 60 inches required by Section 4.6.3 of the ADAAG [Requirement 2].
- (3) Nine cross-slope measurements of the sidewalk sections west, north, and south of the subject property building exceeded the 2% maximum allowed by Section 4.3.7 of ANSI 1986 [Requirement 2].
- (4) The forward slope of the curb ramp or cutout flared side adjacent to the southeast of the main entrance measured 18.5%, which exceeds the maximum 10% allowed by Section 4.7.5 of ANSI 1986 [Requirement 2]. The curb ramp also lacked a detectable warning for the safety of visually impaired persons as required by Sections 4.7.7 and 4.27.2 of ANSI 1986 [Requirement 2].

(5) The height of the keyholes in the top row of mailboxes measured 63.88 inches, which exceeds the maximum 54 inches allowed for a parallel approach by a person utilizing a wheelchair by Section 4.2.6 of ANSI 1986 [Requirement 2].

(6) The height of the flush control for the urinal in the men's public bathroom located on the first floor measured 46 inches, which exceeds the maximum height 44 inches allowed by Section 4.18.4 of ANSI 1986 [Requirement 2].

(7) The height of the thermostat temperature-control button in Units 106 and 107 measured 49 inches. The maximum height for a either forward approach or a parallel approach over an obstruction is 48 inches per Section 4.2.5 of ANSI 1986 and Section 5.5 of the Fair Housing Act Design Manual (FHADM) [Requirement 5].

(8) The depth of the shower stall, the only bathing fixture, in Units 106, 107, 208, and 301 measured less than the required 36 inches per Section 7.56 of the FHADM [Requirement 7].

(9) The distance between the midline of the bathroom sinks in Units 208 and 301 measured less than 18 inches. Because the cabinets underneath these sinks are not removable, based on Respondents' initial response to the complaint and the investigators' later onsite inspection, a person utilizing a wheelchair for mobility would need to make a parallel approach, which requires 48 inches of clear floor space centered on the sink. The midline of the sinks in these units is less than the required minimum 24 inches from wall per Section 7.47 of the FHADM [Requirement 7].

Respondents' Response to Report of Preliminary Findings:

Respondents Oliver Architecture [henceforth referred to as "Oliver"] and FaverGray Company, the builder, [henceforth referred to as "FaverGray"], submitted separate written responses to ICRC's Report of Preliminary Findings. Respondent Thunder Ridge Senior Apartments stated it deferred to the responses from Oliver and FaverGray.

Although the IBC 2009 is not one of the safe harbors formally accepted by HUD for meeting the accessible design and construction requirements of the FHA, Oliver maintains the IBC 2009 integrates and applies ANSI 2003. Therefore, Oliver maintains IBC 2009 is essentially ANSI 2003, which is a safe harbor and should be used as the standard to assess whether the observed measurements violated the accessibility requirements of the ICRA and FHA.

FarverGray maintains it built the subject property in accordance with the architectural design submitted by Oliver, the “architect of record (“AOR”),” and the entity who issued the Certificate of Occupancy, the “authority having jurisdiction (“AHJ”),” the Building Inspector for the City of Cedar Falls [henceforth referred to as “Building Inspector”]. FaverGray denies responsibility for ensuring the design of the building met ICRA or FHA accessibility requirements, stating:

FaverGray was not responsible to design the project and/or to determine whether or not the design met the requirements of applicable code, including but not limited to, the ADA and/or FHA. FaverGray constructed the project in accordance with the design prepared by the AOR and in accordance with the plans approved by the AHJ.

[H]owever, as it relates to the design requirements, including but not limited to what was required to meet applicable codes and laws (including ADA and FHA) FaverGray did not have the expertise to make those decisions.

Oliver acknowledges the force required to open the door to the computer lab should not exceed 5 pounds, as required by ANSI. Although maintaining this is a hardware deficiency and not a design deficiency, Oliver states the hardware on this door can be replaced or adjusted easily to require no more than 5 pounds of force to bring it into compliance with the accessibility requirements.

FaverGray maintains it installed the hardware in accordance with Oliver’s design, but states the hardware can be easily adjusted to decrease the force required to open this door to no more than 5 pounds.

Oliver maintains the parking spaces and access aisles reserved for persons with disabilities were designed to meet ANSI requirements, which are the same as the ADAAG requirements cited in the report. Oliver did not propose a fix for the reported parking deficiency. FaverGray maintains it painted

the lines for the parking lot in accordance with Oliver's design. FaverGray states they will repaint the lines for the parking spaces and access aisles, as necessary to meet the ADAAG requirements.

Oliver maintains the sidewalk sections and ramps cited for cross-slope deficiencies do not need to be accessible because they are not part of a path connecting accessible elements within the property. FaverGray maintains they built the sidewalk in accordance with Oliver's design.

Oliver maintains, because the original design did not include a curb ramp at this particular cited location, FaverGray must have added a ramp there during the post-design phase, and, therefore, it is not responsible for the lack of a detectable warning on the ramp. Although it maintains the detectable warning was not part of the original design submitted by Oliver, FaverGray states it would be easy to install a detectable warning panel to meet this requirement.

Oliver maintains the location and height of the mailboxes were not part of the architectural design. Oliver states it was up to FaverGray to decide where the mailboxes would be placed. FaverGray maintains, although the mailboxes were approved by Oliver and the owners, it would be easy to move the mailboxes "by an inch or so."

Oliver maintains its architectural plan sets the urinal flush controls in the men's public area restrooms at a maximum height of 44 inches. Oliver submitted a copy of the architectural blueprints for the subject property, which indicate the maximum height for the urinal flush controls is 44 inches. FaverGray denies responsibility, maintaining it installed the urinal flush control with the approval of Oliver and the Building Inspector.

Oliver maintains it designed the thermostat controls to be installed at a height of 46 inches, and should not be held liable for deviations from the architectural plan by FaverGray. Even though the thermostats were installed according to Oliver's architectural plan, FaverGray states it would be simple to lower the thermostat controls as required.

Oliver maintains the shower stalls meet the accessibility requirements as stated in ANSI. Oliver states Section 608.2.2 of ANSI 2003 allows for shower stalls to be 60 inches wide by 30 inches deep. Therefore, Oliver avers the depth of the shower stalls currently installed meet the accessibility requirements of ANSI because they measure at greater than 30 inches wide. FaverGray states the shower stalls were manufactured for compliance with the ADA.

Oliver maintains the cabinets under the bathroom sinks are easily removable. Therefore, Oliver avers, the clear floor space in front of the bathroom sinks meets the accessibility requirements because the midline of the sink is more than 15 inches away from the adjoining wall, which is the minimum distance required to allow for a forward approach by a person utilizing a wheelchair. FaverGray maintains it installed the bathroom sinks according to the dimension parameters specified by Oliver and the Building Inspector. FaverGray states, "If some additional requirement is necessary to meet ADA and/or FHA, this would not be the responsibility of FaverGray."

Assessment of Deficiencies:

ICRC acknowledges the IBC 2009 integrates and applies ANSI 2003, which is one of the safe harbors accepted by HUD for meeting the accessible design and construction requirements of the FHA. Therefore, the accessible design and construction requirements, as stated in ANSI 2003, will be used to assess compliance with the requirements of the FHA and ICRA.

FaverGray maintains it is only responsible for building the subject property in accordance with Oliver's architectural design and local building code requirements as reviewed and enforced by the Building Inspector and, therefore, is not responsible for determining whether the design of the property complies with the accessibility requirements of the FHA or ADA. However, as outlined in a Joint Statement of The Department of Housing and Urban Development and The Department of Justice, anyone involved in the design and construction of properties determined to be in violation of the accessibility requirements may be held responsible for any such deficiencies. The relevant excerpt from the Joint Statement reads:

56. Who can be sued for violations of the accessibility requirements of the Fair Housing Act?

Any person or entity involved in the noncompliant design and construction of buildings or facilities subject to the Act's design and construction requirements may be held liable for violations of the Act. This includes a person or entity involved in only the design, only the construction, or both the design and construction of covered multifamily housing.

ICRC concurs with Oliver and FaverGray's proposal to adjust or replace the self-closing hardware for the door to the computer lab to decrease the opening force required to 5 pounds or less.

ICRC concurs with FaverGray's proposal to modify the parking spaces reserved for persons with disabilities and adjacent access aisles to comply with the ADAAG width requirements of 96 inches for parking spaces, 60 inches for access aisles adjacent to "Standard" parking spaces for persons with disabilities, and 96 inches for access aisles adjacent to "Van-Accessible" parking spaces.

ICRC concurs with Oliver that the cited sidewalk sections and the curb ramp southeast of the main entrance are not part of a path connecting common areas or areas that need to be accessible, and therefore do not need to be accessible.

ICRC concurs with FaverGray's proposal to install a detectable warning panel at the cited curb ramp south of the main entrance.

ICRC concurs with FaverGray's proposal to lower the mailboxes. However, the mailboxes need to be lowered by approximately 10 inches to meet the ANSI reach requirements for a parallel approach by tenants utilizing a wheelchair. The current height of the keyholes in the bottom row mailboxes is 25.5 inches. See Figure 4 in Appendix A. Once lowered by 10 inches, the bottom row of mailboxes will still be at a height greater than the 15-inch minimum required by ANSI for reachability.

ICRC maintains the flush control for all of the urinals in the men's public restrooms must be lowered to a height no greater than 44 inches.

ICRC concurs with FaverGray's proposal to lower all thermostat controls to a height no greater than 48 inches.

ICRC agrees with Oliver's assessment that the shower stalls are accessible by persons utilizing a wheelchair, per Section 608 of ANSI 2003, because the depth of the stall at the midline measures more than 30 inches from the shower wall to the shower curtain, when fully closed. At ICRC's request, Oliver submitted a photograph showing the shower stall measures 33.5 inches deep and 60.5 inches wide. See last slide in Appendix C.

In its written responses to the Report of Preliminary Findings, Oliver maintained the cabinets under the bathroom for the inspected units are easily removable. Oliver maintained, therefore, the bathroom sinks are usable because the midline is more than the required 15-inch minimum distance from the adjoining wall needed for a forward approach. At the request of the ICRC investigators, Oliver documented the removability of the bathroom cabinet with photographs and written descriptions.

Oliver reported the total time to remove the cabinet and finish the flooring and adjoining walls is 76 minutes. The flooring underneath the bathroom sink in the unit selected for demonstration is not finished, as indicated in Step 9 of the removal process. The excerpt for this section of the document reads, "Install contact cement on the floor where the new vinyl flooring will be installed." The photograph revealed the installation of vinyl flooring matching the style and kind of the adjacent flooring.

Section 1004.11.3.1.1 of ANSI 2003 allows for a 30-inch wide clear floor space centered on the bathroom sink, as long as the flooring underneath the cabinetry is finished. The relevant excerpts of ANSI 2003 read:

[ANSI Type B Units]

1004.11.3.1.1 Lavatory. A clear floor space complying with Section 305.3, positioned for a parallel approach, shall be provided. The clear floor space [48-inch side] shall be centered on the lavatory.

EXCEPTIONS:

1. A lavatory complying with Section 606.
2. Cabinetry shall be permitted under the lavatory provided such cabinetry can be removed without removal or replacement of the lavatory, and the floor finish extends
under such cabinetry [underline added for emphasis].

606 Lavatories and Sinks

606.1. General. Accessible lavatories and sinks shall comply with Section 606.

606.2 Clear Floor Space. A clear floor space complying with Section 305.3, positioned for forward approach, shall be provided [See Section 305.3 below]. Knee and toe clearance complying with Section 306 shall be provided. The dip of the overflow shall not be considered in determining knee and toe clearances.

305 Clear Floor Space

305.3 Size. The clear floor space shall be 48 inches (1220 mm) minimum in length and 30 inches (760 mm) minimum in width.

The relevant section of the FHADM reads:

The Guidelines require that the floor, walls, and cabinet faces of knee space be finished during initial construction [**bold added for emphasis**] so no other work is necessary when the base cabinet is removed.

Based on the information gathered from the document submitted by Oliver demonstrating the creation of knee-space under the bathroom sink, the flooring underneath the bathroom cabinet is not finished. Therefore, a parallel approach to the bathroom sink must be made by a person utilizing a wheelchair, which would require the midline of the sink to be 24 inches away from the wall, in accordance with the requirements of ANSI 2003. The current distance from the midline of the sink to the wall in the ANSI Type-B units is less than the required 24 inches. So, either the midline of the sink needs to be moved further away from the adjoining wall to meet the 24-inch requirement or the flooring underneath the existing cabinets in the ANSI Type-B units must be finished.

Predetermination Settlement Agreement

A complaint having been filed by Complainant against Respondents with the ICRC under Iowa Code Chapter 216 and there having been a preliminary inquiry, including an inspection of the subject

property, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against any person for filing a charge under the ICRA; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden under the ICRA.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of the ICRA.
3. Respondents acknowledge the ICRA and FHA make it unlawful to discriminate in the sale or rental of a dwelling, or otherwise make unavailable or deny a dwelling, to a buyer or renter on the basis of disability. Iowa Code § 216.8A(3)(a); 42 U.S.C. §3604(f)(1).
4. Respondents acknowledge the ICRA and FHA make it unlawful to discriminate in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling on the basis of disability. Iowa Code § 216.8A(3)(b)(1); 42 U.S.C. §3604(f)(2)(a).
5. Respondents acknowledge the ICRA and FHA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford person with a disability an equal opportunity to use and enjoy a dwelling. Iowa Code § 216.8A(3)(c)(2); 42 U.S.C. §3604(f)(3)(b).
6. Respondents acknowledge all units in a building serviced by an elevator, and housed in a building consisting of four or more units built for first occupancy after January 1, 1992, must be built in compliance with the design and construction accessibility requirements in the ICRA and FHA. Iowa Code §216. 8A(3)(c)(3); 42 U.S.C. §3604(f)(3)(C).

HUD has described these accessibility requirements via regulation and in several publications, including the "Final Fair Housing Accessibility Guidelines." 24 C.F.R. Part 100.200 et seq.; 56 Fed. Reg. 9,472. In the "Guidelines," HUD presents the seven specific requirements as:

1. Accessible building entrance on an accessible route.
2. Accessible and usable public and common areas.
3. Usable doors.
4. Accessible route into and through the covered dwelling unit.
5. Light switches, electrical outlets, thermostats and other environmental controls in accessible locations.
6. Reinforced walls for grab bars.
7. Usable kitchens and bathrooms.

Voluntary and Full Settlement

7. The parties acknowledge this Predetermination Settlement Agreement (hereinafter referred to as the Agreement) is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.

8. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

9. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of the Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

10. Respondents agree the ICRC may review compliance with this Agreement. And as part of such review, Respondents agree the ICRC may examine witnesses, collect documents, or require written reports.

Release

11. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the ICRC, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Disclosure

12. Because, pursuant to Iowa Code §216.15A(2)(d), the ICRC has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

Required Modifications or Retrofits

13. Respondents agree that modifications or retrofits to the subject property will be made as follows:

Accessible and Usable Public and Common Use Areas – Computer Lab

(a) The parties agree the force required to open the door to the computer lab exceeds the maximum force of 5 pounds established in ANSI A117.1 2003.

(b) Respondents agree that FaverGray will adjust the self-closing hardware for the door to the computer lab to meet the requirements of the FHA and ICRA (ANSI A117.1 2003), so this door requires no more than 5.0 pounds of opening force.

Accessible and Usable Public and Common Use Areas – Parking

(a) Respondents agree two of the parking spaces reserved for persons with disabilities – the parking space with signage designating it as “Van Accessible” adjacent to the west of the main entrance and the “Standard” parking space designated as reserved for persons with disabilities located southeast of the main entrance – and the corresponding access aisles are too narrow, as specified in ADAAG. See Figure 1 in Appendix A.

(b) Respondents agree there four “Van-Accessible” and four “Standard” parking spaces reserved for persons with disabilities.

Respondents agree that FaverGray will restripe the two parking spaces reserved for persons with disabilities described in the previous paragraph such that the width of each parking space is no less than 96 inches and the width of the adjoining access aisle is no less than 96 inches for the access aisle adjacent to the “Van-Accessible” parking space and no less than 60 inches for the “Standard” parking space southeast of the main entrance. Oliver has provided FaverGray with the attached Exhibit 1, which sets forth the measurements and details of the parking spaces that comply with all ICRA, FHA, and ADAAG requirements. The current signage for all parking spaces reserved for persons with disabilities will be kept, which includes the International Symbol of Accessibility as described in the ADAAG. See Figure 2 in Appendix A.

Accessible and Usable Public and Common Use Areas – Detectable Warning

(a) Respondents agree there is no detectable warning in the sidewalk sections south of the main entrance, as required in Section 4.29 of the ADAAG. See Figure 3 in Appendix A.

(b) Respondents agree that FaverGray will install detectable warning panels in the sidewalk sections located south of the main entrance, as defined in Figure 3 in Appendix A, and as required in ADAAG.

Accessible and Usable Public and Common Use Areas – Mailboxes

(a) The parties agree the mailboxes for tenants in all units exceed the maximum reach range of 54 inches for a person who requires the use of a wheelchair to make a parallel approach, as specified in ANSI A117.1 2003.

(b) Respondents agree that FaverGray will lower the mailboxes to provide tenants in all units with mailbox keyholes that do not exceed the maximum height of 54 inches or fall below the minimum height of 15 inches to allow for a parallel approach for persons who use a wheelchair for mobility, as required by the FHA and ICRA (ANSI A117.1 2003).

Accessible and Usable Public and Common Use Areas – Urinals

(a) The parties agree the flush control for the urinal in the men's public bathroom on the first floor exceeds the maximum height of 44 inches, as specified in ADAAG.

(b) Respondents agree there are three public men's bathrooms, one on each floor.

Respondents agree that FaverGray will lower the flush controls for urinals in all three men's bathrooms to a height no greater than 44 inches above the finished floor, as required by the ADAAG.

Light Switches, Electrical Outlets, Thermostats, and Other Environmental Controls in

Accessible Locations

(a) The parties agree the height for the thermostat controls in Units 106 ["ANSI Type A / Two-Bedroom Unit"] and 107 ["ANSI Type A / One-Bedroom Unit"] exceed the maximum height of 48 inches, as required by ANSI A117.1 2003.

(b) Respondents agree there are three “Type A / One-Bedroom Units” [Units # 107, 109, and 111] and one “Type A / Two-Bedroom Unit,” which is Unit # 106.

Respondents agree that FaverGray will lower the thermostat controls in all four “Type A units” to a height no greater than 48 inches, as required by the FHA and ICRA (ANSI A117.1 2003).

Usable bathrooms – Bathroom sinks

(a) The parties agree (1) the flooring underneath the sink cabinets in the bathrooms of Units 208 [“ANSI Type B / Two-Bedroom Unit”] and 301 [“ANSI Type B / Two-Bedroom Unit”] is not finished, which does not meet the requirement for a forward approach by a person utilizing a wheelchair, as required by ANSI A117. 2003; and (2) the midline of the sink in these bathrooms is less than the minimum 24 inches for a parallel approach by a person who requires the use of a wheelchair, as required by ANSI A117. 2003.

(b) Respondents agree there are 38 ANSI “Type B Units” – 33 One-Bedroom Units and five Two-Bedroom Units.

Respondents agree that Respondent Thunder Ridge and/or its management company, Seldin will hire a contractor or contractors to remove and replace the existing vanity and finish the flooring in the bathrooms of Units 208 and 301, and the remaining “Type B units” in the manner demonstrated in the PowerPoint-slide presentation titled, “Thunder Ridge Vanity Removal Demonstration,” submitted by Oliver. (See Appendix C), or replace the existing vanity top to one that has a midline of the sink to be no less than the minimum 24 inches for a parallel as required by the FHA and ICRA (ANSI A117.1 2003). See Figure 5 in Appendix A for the required dimensions.

Required Timelines for Completion of Modifications or Retrofits

14. Respondents agree that Respondent Thunder Ridge Senior Apartments LLC [henceforth referred to as “Respondent Thunder Ridge”] will allow tenants to remain in their units while the renovations are being completed, so long as their continued stay is safe and does not unduly disrupt the renovation work. If their continued stay is not safe or unduly interferes with renovation work, Respondent Thunder Ridge agrees to either: (i) move the affected tenants to another suitable unit on a temporary basis, until

the unit is made safe or the renovation work is completed, or (ii) if no other suitable unit is available, make other reasonable accommodation for such tenant on a temporary basis if agreed to by such tenant. Respondent Thunder Ridge agrees to pay all costs generated by such move or accommodation. In the event neither (i) nor (ii) is possible for any tenant(s) during the 90-day completion period, Thunder Ridge will promptly notify the Commission and request a limited extension of time to complete the renovation solely for such unit(s), until such time as the renovation work can be safely completed. Respondent Thunder Ridge shall be responsible for providing access to all areas so that the work hereunder can be completed in 90 days.

15. Respondents agree that the above-required modifications or retrofits to the common use and public areas of the subject property – door to computer lab, parking, detectable warning, mailboxes, and urinals – will be completed within 90 days of receiving a Closing Letter from the ICRC.

16. Respondent Thunder Ridge agrees that the above-required modifications or retrofits will be made to each of the subject units within 90 days of receiving a Closing Letter from the ICRC, unless an extension is requested and permitted as provided in Section 14 above. Respondents agree to make the required modifications or retrofits before the unit is rented again.

Mandatory Reporting Requirements

17. Respondents agree that Respondent Thunder Ridge will notify the Commission when the required modifications or retrofits for each and every subject unit and common use area have been completed. Such notification shall be made within 30 days of completion. These required notifications to the Commission will continue until all required modifications or retrofits have been completed in all 42 units, listed in attached Appendix B.

18. Respondents agree, as the required modifications or retrofits are made to a particular unit or common area, the Commission may then inspect such unit or common area, and then report the results of its inspection, addressing any outstanding deficiencies, in writing and within 30 days of the inspection, to Respondents.

If the inspection indicates outstanding deficiencies (defined as work not having been performed as set forth in this Agreement), Respondents shall correct all such deficiencies within a reasonable period of

time as determined by the Commission, and shall pay a reasonable fee for another inspection by Commission staff or pay for an inspection by a third party inspector, approved by the Commission.

19. The sale or transfer of ownership, in whole or in part, by any owner of the subject property will not affect any obligation to modify or retrofit the subject property as specified in this Agreement, unless Respondent Thunder Ridge has obtained, in writing, as a condition of sale or transfer, the purchaser or transferee's commitment to be bound by the terms of this agreement to complete all required modifications or retrofits as specified in this Agreement.

20. Within 30 days of receiving a Closing Letter from the Commission, Respondent Thunder Ridge agrees to provide a written statement to the Commission, to the attention of Don Grove, Supervisor of Housing Investigations, that specifies how each of the above-required modifications or retrofits will be corrected.

21. Respondent Thunder Ridge Senior Apartments, LLC, affirms, represents and acknowledges that it has not developed, built, and does not currently own or manage, individually or collectively with any other Respondent, within the state of Iowa, any "covered multifamily dwellings with a first Certificate of Occupancy issued on or after November 1, 2013.

Respondent FaverGray affirms, represents and acknowledges that it has not developed, built, and does not currently own or manage, individually or collectively with any other Respondent, within the state of Iowa, any "covered multifamily dwellings with a first Certificate of Occupancy issued on or after November 1, 2013.

Respondent Oliver Architecture affirms, represents and acknowledges that it has not developed, built, and does not currently own or manage, individually or collectively with any other Respondent, within the state of Iowa, any "covered multifamily dwellings with a first Certificate of Occupancy issued on or after November 1, 2013.

[Please go to next page for signature page]

Thunder Ridge Senior Apartments, LLC

Date

RESPONDENT

FaverGray Company, Inc.

Date

RESPONDENT

Oliver Architecture

Date

RESPONDENT

Angela Williams

Date

COMPLAINANT

Beth Townsend, Director

Date

IOWA CIVIL RIGHTS COMMISSION"